

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 17	
2. Amendment/Modification No. P00001		3. Effective Date 2003MAR27		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-AQ-AHPC SHARON PATRICK (586)574-7267 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: PATRICKS@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000		Code S2305A	
				SCD PAS NONE ADP PT SC1012			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) GENERAL DYNAMICS LAND SYSTEMS MUSKEGON OPERATIONS 76 GETTY STREET MUSKEGON MI 49442-1238 TYPE BUSINESS: Large Business Performing in U.S.				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-01-G-M001	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2001JAN02	
Code 02978		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: G It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/>		A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.				The Changes Set Forth In Item 14 Are Made In	
<input type="checkbox"/>		B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).					
<input checked="" type="checkbox"/>		C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of: Paragraph b.7.3 of the BOA					
<input type="checkbox"/>		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
BOA Expiration Date: 2003NOV30							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) ELLEN DENNIS DENNISE@TACOM.ARMY.MIL (586)574-8056			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003MAR27	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 2 of 17
	PIIN/SIIN DAAE07-01-G-M001	MOD/AMD P00001	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS			

SECTION A - SUPPLEMENTAL INFORMATION

MODIFICATION P00001 - CLAUSE CHANGES:

- The purpose of this Modification P00001 is to incorporate clause changes IAW the annual review required by Clause B.7.3. of the BOA.
- This is a bilateral modification.
- The following changes are incorporated:

SECTION C

<u>Clause No.</u>	<u>Title</u>	<u>Date</u>
52.211-4015	Configuration Control-Engineering Changes, Deviations, and Waivers	Mar 00
is replaced by 52.211-4015	Configuration Control-Engineering Changes	Jul 02
52.246-4014	Supplemental Statement of Work: C = 0 Sampling Plan	Oct 95
is replaced by 52.246-4053	Use of MIL STD 1916	Jan 01

SECTION D

<u>Clause No.</u>	<u>Title</u>	<u>Date</u>
52.247-4016	Heat Treatment and Marking of Wood Packaging Materials	Sep 01
is replaced by 52.247-4016	Heat Treatment and Marking of Wood Packaging Materials	Jul 02

SECTION E

<u>Clause No.</u>	<u>Title</u>	<u>Date</u>
52.211.4017	Enhanced CARC Requirements for High Performance Systems	Mar 01
is replaced by 52.211.4017	Enhanced CARC Requirements for High Performance Systems	Jan 02

SECTION F

<u>Clause No.</u>	<u>Title</u>	<u>Date</u>
52.242-4005	Shipment of Supplies and Detention of Carriers Equipment	Oct 94
is replaced by 52.242.4005	Shipment of Supplies and Detention of Carriers Equipment	Feb 02
52.242-4009	Accelerated Delivery--Notice of Shipment	Feb 98
is deleted		

SECTION H

<u>Clause No.</u>	<u>Title</u>	<u>Date</u>
52.246-4026	Local Addresses for DD Form 250	Aug 01
is replaced by 52.246-4026	Local Addresses for DD Form 250	Mar 02
52.232-16	Progress Payments (Alternate III, dated March 2000)	Mar 00

CONTINUATION SHEET		Reference No. of Document Being Continued	Page 3 of 17
		PIIN/SIIN DAAE07-01-G-M001	MOD/AMD P00001
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS			
is replaced by			
52.232-16	Progress Payments (Alternate III, dated March 2000)	Feb 02	
SECTION I			
<u>Clause No.</u>	<u>Title</u>	<u>Date</u>	
52.202-1	Definitions	May 01	
is replaced by			
52.202-1	Definitions	Dec 01	
52.208-8	Helium Requiement Forecast and Required Sources for Helium (Jun 1997)	Jun 97	
is added			
52.219-9	Small Business Subcontracting Plan (Alternate II)	Oct 00	
is replaced by			
52.219-9	Small Business Subcontracting Plan (Alternate II)	Oct 01	
52.222-19	Child Labor-Cooperation with Authorities and Remedies	Sep 02	
is added			
52.222-26	Equal Opportunity	Feb 99	
is replaced by			
52.222-26	Equal Opportunity	Apr 02	
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Apr 98	
is replaced by			
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Dec 01	
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Jan 99	
is replaced by			
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	Dec 01	
52.232-8	Discounts for Prompt Payment	May 97	
is replaced by			
52.232-8	Discounts for Prompt Payment	Feb 02	
52.232-25	Prompt Payment	May 01	
is replaced by			
52.232-25	Prompt Payment	Feb 02	
52.233-1	Disputes (Alternate I, dated Dec 91)	Dec 98	
is replaced by			
52.233-1	Disputes (Alternate I), dated Dec 1991)	Jul 02	
52.232-32	Performance Based Payments	May 97	
is replaced by			
52.232-32	Performance Based Payments (per para (c)(2), requests will be paid on the "30th" day)	Feb 02	
52.244.6	Subcontracts for Commercial Items	May 01	
is replaced by			
52.244.6	Subcontracts for Commercial Items	May 02	
252.225-7012	Preferance for Certain Domestic Commodities	Aug 00	
is replaced by			
252.225-7012	Preferance for Certain Domestic Commodities	Apr 02	
252.227-7030	Technical Data--Withholding of Payment	Oct 88	

is replaced by 252.227-7030	Technical Data--Withholding of Payment	Mar 00
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SECTION K

<u>Clause No.</u>	<u>Title</u>	<u>Date</u>
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	Apr 01
is replaced by 52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters	Dec 01
52.222-38 is added	Compliance with Veterans' Employment Reporting Requirements	Dec 01

SECTION L

<u>Clause No.</u>	<u>Title</u>	<u>Date</u>
52.215-4850 is added	Electronic Offers Required in Response to this Solicitation	Jul 01
52.215-4404 is added	Data and Communications Submitted to the Government Electronically	May 02

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-G-M001 MOD/AMD P00001	Page 5 of 17
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

Status	Regulatory Cite	Title	Date
C-1	52.211-4015 (TACOM)	CONFIGURATION CONTROL - ENGINEERING CHANGES	JUL/2002
SEE ALSO THE PROVISION AT SECTION E: NON-CONFORMING MATERIAL REVIEW AND DISPOSITION. THE PROCESS FOR RFD, RFW, ECP AND MRB ACTIVITY SHALL FOLLOW THE PRIME CONTRACT (FOR TRANSMISSION & TRANSMISSION COMPONENT DELIVERY FOR VEHICLE PRODUCTION.)			
a. DEFINITIONS:			
(1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance.			
NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a waiver or deviation along with your ECP. Information on RFD/RFW's/ECP's can be found on the web at http://www.tacom.army.mil/acqcen/rfd_w/rfd_w.htm .			
(2) Deviation. A Request for Deviation (RFD) is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.			
(3) Waiver. A Request for Waiver (RFW) is a one-time request that we accept one or more items from a production run that don't conform to TDP requirements. Waivers are submitted after the nonconformance has occurred. They are usually for a specific number of units.			
b. When will TACOM start processing change requests? TACOM won't start processing any ECP or RFD/RFW until we receive the ACO's comments (see paragraph (e)) and the ECP or RFD/RFW documentation.			
c. Contractor Responsibility. ECPs and RFD/RFW shall contain information per instruction of Attachment 20(RFD/W), or Attachment 14 (ECP's). You may use the forms in the Appendix D, MIL-STD 973 to prepare an ECP or RFD/RFW. You may use other media, as long as you give us all the information as requested on the Forms.			
1. For ECP's include:			
(i) Requirements for Notices of Revision (NOR). (Instructions for NORs are in Attachment 15.)			
(ii) Copies of drawings that you've clearly marked to identify the proposed change.			
(iii) Any other documentation that will help us review your proposed change.			
2. Requests for Deviations/Waivers -You must:			
(i) Prepare RFD/Ws per Attachment 20 instructions.			
(ii) Include marked drawings and any other documentation that we'll need to review the proposed RFD/W.			
(iii) Identify the number of parts affected on your submittal			
3. Identify the weapon system code on your submittal. (The Weapon System Code is a two-digit code. You can find it in block 6 of the Contract/Award cover sheet.) You may find all forms and attachments mentioned in this clause on the web at: http://www.tacom.army.mil/acqcen/rfd_w/rfd_w.htm			
4. The Contractor shall submit ECPs/VECPs and RFDs/RFWs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.			
5. ECPs/VECPs and RFDs/RFWs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:			
(i) Files readable using these Microsoft* 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.			
(ii) Files in Adobe PDF (Portable Document Format).			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-G-M001 MOD/AMD P00001	Page 6 of 17
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS		

(iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs and RFDs/RFWs, and be accessible offline.

(iv) Other electronic formats. Before preparing your ECPs/VECPs or RFDs/RFWs in any other electronic format, please e-mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government.

*Registered Trademark

NOTE: The above formats may be submitted in compressed form using self-extracting files.

- d. Submittal Procedures for ECP's and RFD/W's.
 - 1. Send one copy of the ECP or RFD/W in electronic format to your ACO.
 - 2. Send one copy of the ECP or RFD/W in electronic format to the buyer listed on the solicitation / contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/RFD/RFW without processing them.

e. ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on Deviation, Waiver, or Engineering Change Request, in electronic format, and forward it as follows:

ECPs/RFDs and RFWs. Email a copy of the contractor's request and ACO comments to the engineer at TACOM, ATTN: AMSTA-TR-E/BFV, MS: 26 and the buyer.

- f. Approval of ECPs, RFDs, and RFWs.
 - 1. ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation or Waiver. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
 - 2. ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.
 - 3. RFDs/RFWs. Decision on RFDs and RFWs will be made within 30 days from the date we receive them from the ACO.
- g. Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in Appendix D), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames in paragraph 5.4.2.3.1.1 of MIL-STD-973 or notify you otherwise.

h. Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

i. RFDs/RFWs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required. You may find all forms and attachments mentioned in this clause on the web at http://www.tacom.army.mil/acqcen/rfd_w/rfd_w.htm

- j. Questions.
 - 1. Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).
 - 2. Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33).

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 7 of 17
	PIIN/SIIN DAAE07-01-G-M001	MOD/AMD P00001	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS			

APPLIES WHEN SPECIFIED IN INDIVIDUAL DELIVERY ORDER OR TDP.

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD-1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

[End of clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 8 of 17
	PIIN/SIIN DAAE07-01-G-M001	MOD/AMD P00001	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS			

SECTION D - PACKAGING AND MARKING

Status	Regulatory Cite	Title	Date
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 9 of 17
	PIIN/SIIN DAAE07-01-G-M001	MOD/AMD P00001	
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS			

SECTION E - INSPECTION AND ACCEPTANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.211-4017	ENHANCED CARC REQUIREMENTS FOR HIGH PERFORMANCE SYSTEMS	SEP/2002

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-G-M001 MOD/AMD P00001	Page 10 of 17
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS		

SECTION F - DELIVERIES OR PERFORMANCE

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1 DELETED	52.242-4009 (TACOM)	ACCELERATED DELIVERY--NOTICE OF SHIPMENT	FEB/1998
F-2	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	FEB/2002

- (a) Unless otherwise directed, shipment items under this contract in following order of priority:
- (1) Government Bill(s)/Commercial of Lading or US Postal Services;

(2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or

(3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.
- (b) The Contractor will request:
- (1) Government Bills of Lading and

(2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or
- (c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-G-M001 MOD/AMD P00001	Page 11 of 17
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS		

SECTION H - SPECIAL CONTRACT REQUIREMENTS
SECTION H - CLAUSE APPLICABILITY

CLAUSE NO.	TITLE	DATE	APPLIES TO DELIVERY ORDERS AT
52.232-16	Progress Payments (Alternate III)	Feb 02	\$1,000,000
52.246-4026	Local Addresses for DD Form 250	Mar 02	\$ 100,000
252.203-7002	Display of DOD Hotline Poster	Dec 91	\$5,000,000
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 91	\$ 500,000
252.225-7007	Buy American Act-Trade Agreements-Balance of Payments	Sep 01	\$ 190,000
252.225-7010	Duty-Free Entry-Additional Provisions	Mar 98	\$ 100,000
252.225-7036	Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program	Mar 98	\$ 54,372 to \$189,999
252.225-7036	Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program, Alt I	Sep 99	\$ 25,000 to \$54,372
252.225-7037	Duty-Free Entry-Eligible End Products	Mar 98	Under \$100,000
252.232-7002	Progress Payments for Foreign Military Sales Acquisitions	Dec 91	\$1,000,000
252.232-7004	DOD Progress Payment Rates	Oct 01	\$1,000,000
252.242-7004	Material Management and Accounting System	Sep 96	\$ 100,000

*** END OF NARRATIVE H 004 ***			
<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.232-16	PROGRESS PAYMENTS (Alternate III, dated March 2000)	DEC/2002
H-2	52.246-4026 (TACOM)	LOCAL ADDRESSES FOR DD FORM 250	MAR/2002

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods, which are listed in descending order of preference:

- (1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:
- DD250@tacom.army.mil
- (2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:
- (810) 574-7788 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet; and

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) Submit each DD 250 separately.

[end of clause]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-G-M001 MOD/AMD P00001	Page 12 of 17
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS

SECTION I - CONTRACT CLAUSES

SECTION I - CLAUSE APPLICABILITY

CLAUSE NO.	TITLE	DATE	APPLIES TO ORDERS VALUED AT
52.202-1	Definitions	Dec 01	\$ 100,000
52.203-3	Gratuities	Apr 84	\$ 100,000
52.203-5	Covenant Against Contingent Fees	Apr 84	\$ 100,000
52.203-7	Anti-kickback Procedures	Jul 95	\$ 100,000
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	Jan 97	\$ 100,000
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 97	\$ 100,000
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 97	\$ 100,000
52.204-4	Printing/copying double-sided on Recycled Paper	Aug 00	\$ 100,000
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jul 95	\$ 25,000
52.215-2	Audit and Records - Negotiations	Jun 99	\$ 100,000
52.215-10	Price Reduction for defective Cost or Pricing Data	Oct 97	\$ 500,000
52.215-15	Pension Adjustments and Asset Reversions	Dec 98	\$ 500,000
52.215-17	Waiver of Facilities Capital Cost of Money	Oct 97	\$ 500,000
52.215-21	Requirements for Cost or Pricing Data or Information Other than Cost or Pricing Data-Modifications-(Alt III)	Oct 97	\$ 500,000
52.219-8	Utilization of Small Business Concerns	Oct 00	\$ 100,000
52.219-9	Small Business Subcontracting Plan (Alt II)	Oct 01	\$ 500,000
52.219-16	Liquidated Damages - Subcontracting Plan	Jan 99	\$ 500,000
52.222-4	Contract Work Hours and Safety Standards Act-Overtime Compensation	Sep 00	\$ 100,000
52.223-6	Drug-free Workplace	May 01	\$ 100,000
52.223-9	Certification and Estimate of Percentage of Recovered Material Content for EPA Designated Items	Aug 00	\$ 100,000
52.225-8	Duty-free Entry	Feb 00	\$ 100,000
52.225-13	Restrictions on Certain Foreign Purchases	Jul 00	\$ 2,500
52.226-1	Utilization of Indian Organizations and Indian-owned Economic Enterprises	Jun 00	\$ 500,000
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 96	\$ 100,000
52.229-4	Federal, State, and Local Taxes (Noncompetitive Contract)	Jan 91	\$ 100,000
52.230-2	Cost Accounting Standards	Apr 98	\$ 500,000
52.230-6	Administration of Cost Accounting Standards	Nov 99	\$ 500,000
52.232-17	Interest	Jun 96	\$ 100,000
52.242-13	Bankruptcy	Jul 95	\$ 100,000
52.243-7	Notification of Changes	Apr 84	\$1,000,000
52.244-5	Competition in Subcontracting	Dec 96	\$ 100,000
52.245-2	Government Property (Fixed-price Contracts) (Alt I)	Dec 89	\$ 100,000
52.245-4	Government furnished Property (Short Form)	Apr 84	Under \$100,000
52.246-23	Limitation of Liability	Feb 97	\$ 100,000
52.248-1	Value Engineering	Feb 00	\$ 100,000
52.249-1	Termination for Convenience of the Government (Short Form)	Apr 84	Under \$100,000
52.249-2	Termination for convenience (Fixed Price)	Sep 96	\$ 100,000
52.249-8	Default (Fixed-price Supply & Service)	Apr 84	\$ 100,000
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense Contract-Related Felonies	Mar 99	\$ 100,000
252.209-7000	Acquisition from Subcontractors Subject to On-site Inspection under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 95	\$ 100,000
252.209-7004	Subcontracting with Firms that are Owned or Controlled by Government of a Terrorist Country	Mar 98	\$ 100,000
252.219-7003	Small, Small Disadvantaged and Women-owned Small Business Subcontracting Plan (DOD Contracts)	Apr 96	\$ 500,000
252.225-7012	Preference for Certain Domestic Commodities	Apr 02	\$ 100,000
252.225-7014	Preference for Domestic Specialty Metals (Alt I)	Mar 98	\$ 100,000
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings	Dec 00	\$ 100,000

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 13 of 17
	PIIN/SIIN DAAE07-01-G-M001	MOD/AMD P00001	

Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS

252.225-7026	Reporting of Contract Performance Outside the U.S.	Jun 00	\$ 500,000
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	Mar 00	\$ 100,000
252.247-7023	Transportation of Supplies by Sea	Nov 95	\$ 100,000

The following provision applies when allowed by individual delivery order, IAW FAR 32.1003:

52.232-32	Performance based Payments (per para (c)(2), requests will be paid on the "30th" day)	Feb 02
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*** END OF NARRATIVE I 001 ***

Status	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (ALTERNATE II)	OCT/2001
I-3 ADDED	52.222-19	CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-4	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-5	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-6	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-7	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-8	52.232-25	PROMPT PAYMENT	FEB/2002
I-9	52.232-32	PERFORMANCE-BASED PAYMENTS (per para (c)(2), requests will be paid on the "30th" day)	FEB/2002
I-10	52.233-1	DISPUTES (ALTERNATE I, dated Dec 1991)	JUL/2002
I-11	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-12	252.227-7030	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-13	52.208-8	HELIUM REQUIREMENT FORECAST AND REQUIRED SOURCES FOR HELIUM (JUN 1997)	JUN/1997

(a) Definitions. Bureau helium distributor means a private helium distributor which has established and maintains eligibility to distribute helium purchased from the Bureau of Mines, as specified in 30 CFR 602. Bureau of Mines, as used in this clause, means the Department of the Interior, Bureau of Mines, Helium Field Operations, located at 801 south Fillmore Street, Amarillo, TX 79101-3545. Helium requirement forecast means an estimate by the Contractor or subcontractor of the amount of helium required for performance of the contract or subcontract. Major helium requirement means a helium requirement during a calendar month of 5,000 or more standard cubic feed (measured at 14.7 pound per square inch absolute pressure and 70 degrees Fahrenheit temperature), including liquid helium gas or equivalent. In any month in which the major requirement threshold is met, all helium purchased during that month is considered part of the major helium requirement.

(b) Requirements

(1) Helium Requirement Forecast. The Contractor shall provide to the Contracting Officer a helium requirement forecast, point of contact, and telephone number within ten days of award.

(2) Sources of Helium. Except for helium acquired by the Contractor before the award of this contract, and to the extent that supplies are readily available, the Contractor shall purchase all major requirements of helium from--

(i) The Department of the Interior's Bureau of Mines:

(ii) A Bureau helium distributor (a copy of the "List by Shipping Points of Private Distributors Eligible to Sell Helium to Federal Agencies" may be obtained from the Bureau of Mines); or

(iii) A General Services Administration Federal Supply Schedule contract, if use is authorized by the Contracting Officer (see Subpart 51.1);

(3) Promptly upon award of any subcontract or order that involves a major helium requirement, the Contractor shall provide to the Bureau of Mines, and to the Contracting Officer, written notification that includes:

(i) The prime contract number;

(ii) The name, address and telephone number of the subcontractor, including a point of contact; and

(iii) A copy of the subcontractor's helium requirement forecast.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-G-M001 MOD/AMD P00001	Page 14 of 17
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS		

(c) Subcontracts.

(1) The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves furnishing of a major helium requirement.

(2) When a subcontract involves a major helium requirement, the following statement shall be included: Helium furnished under this contract or order shall be helium that has been purchased from the Bureau of Mines, or a a listed Bureau helium distributor.

[End of clause]

I-14 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS MAY/2002

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE07-01-G-M001 MOD/AMD P00001</p>	<p>Page 15 of 17</p>
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Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1 ADDED	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
K-2	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC/2001

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) ☐ are

☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B,C) [Language removed]

(D) [Language removed]

(E) [Language removed]

(ii) [Language removed]

(iii) The Offeror

☐ has

☐ has not,

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principals, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN A JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

[End of Provision]

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-G-M001 MOD/AMD P00001	Page 16 of 17
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS		

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1 ADDED	52.215-4404	DATA AND COMMUNICATIONS SUBMITTED TO THE GOVERNMENT ELECTRONICALLY	MAY/2002
<p>(a) The Government often employs contractors as system administrators to operate and maintain Government computer systems. These systems include local area networks, web sites, databases, other electronic records, e-mail accounts, other electronic data transfer mechanisms and computer software. The employees of these contracted system administrators sign nondisclosure agreements obligating them not to reveal information contained in files, documents, computers or systems that they administer. However, unless such information is protected in some way, contracted system administrators do have the ability to access such information.</p> <p>(b) Potential contractors as well as any other parties are thus advised to take steps needed to prevent access by contracted system administrators to information submitted electronically to the Government. Absent such steps, it is assumed that contracted system administrators are permitted the capability to access the data. The access will be limited to that which is necessary for the contract system administrator to perform its duties for the Government. The access shall be subject to the condition that third party information is not to be revealed by the contracted system administrator.</p> <p style="text-align: center;">[End of provision]</p>			
L-2 ADDED	52.215-4850 (TACOM)	ELECTRONIC OFFERS REQUIRED IN RESPONSE TO THIS SOLICITATION	MAR/2003
<p>(a) You must submit your offer via paperless electronic media (See Paragraph (b) below.). Unless paper copies are specifically requested elsewhere in this solicitation (in Section L), offers submitted in paper form are unacceptable. You must submit your electronic offer, and any supplemental information (such as spreadsheets, backup data, and technical information), using any of the following electronic formats:</p>			
<p>(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files are unacceptable.</p>			
<p>(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.</p>			
<p>(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic offer and be accessible offline.</p>			
<p>(4) Other electronic formats. Before preparing your offer in any other electronic format, please e-mail the buyer identified in Block 10 of the solicitation cover sheet (Government Standard Form 33), with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the closing date. Failure to e-mail the buyer within this timeframe to seek an alternate format's acceptability may result in rejection of your offer. All alternate methods must be at no cost to the Government.</p>			
<p>NOTE (Compression): The above formats may be submitted in compressed form using Winzip*. Self-extracting files are not acceptable. Check with the buyer before using any product other than Winzip for file compression.</p>			
<p>NOTE (Hyperlinks): Documents [submitted using any of the above formats] must not contain active links (hyperlinks) to any other documents that are not contained in the proposal. This includes links to live Internet web sites or web pages. All linked information must be contained within your electronic offer and be accessible offline.</p>			
<p>NOTE (Macros): The virus scanning software used by our email systems cannot always distinguish a macro from a virus. Therefore, sending a macro embedded in an email message or an email attachment may cause the email offer to be quarantined. In that event subparagraphs (f) and (g) apply.</p>			
<p>(b) Acceptable media: You must submit your offer via 100 megabyte or 250 megabyte Zip*-disk, or 3 1/2 inch disk, or 650 megabyte CD ROM, E-mail, or datafax. Identify the software application, and version, that you used to create each file submitted. The word "datafax" used in this clause means "facsimilie" as defined at FAR 52.215-5.</p>			
<p>(1) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. Offerors shall label any and all submitted disks with the solicitation number and closing date, and the offeror's name and address and contact phone number. Envelopes containing disks must be labeled per FAR 52.215-1(c), found within the provision, "Instructions to Offerors--Competitive Acquisition", listed in Section L. Your attention is also called to the entirety of that provision--all contained therein is applicable to paperless electronic offers. In the event of multiple submitted offers, place each offer/submission on its own disk(s)(one offer can comprise multiple disks). You must also submit only one offer/submission per envelope. Notwithstanding language in Block 9 of the SF 33 cover sheet of this solicitation that may state otherwise, submit ONLY ONE (1) of each disk (no additional copies required). If you will be sending your CD or ZIP disks by any method other than US Postal Service, see the Section L provision 52.215-4003 (TACOM), entitled "Handcarried Offers," for delivery instructions.</p>			
<p>(2) E-MAIL. If you choose to use e-mail, address your offer to offers@tacom.army.mil. DO NOT E-MAIL OFFERS TO THE BUYER. THE SUBJECT LINE OF THE E-MAIL MUST READ: "OFFER--[solicitation number], [name of Company/offeror], CLOSES [closing date]". Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Use the file compression described in the NOTE in paragraph (a) above. You may use multiple e-mail messages for each offer/submission, however, you must annotate the subject lines as described above for each message, and number them in this manner: "Message 1 of 3, 2 of 3, 3 of 3".</p>			
<p>(3) DATAFAX. Faxed offers MUST BE SENT TO TACOM'S NETWORK FAX SERVER ON 1-586-574-5527. DO NOT FAX OFFERS TO THE BUYER. SIMILARLY, DO NOT ADDRESS THE FAX TO THE BUYER. YOU MUST ADDRESS THE FAX TO THE ATTENTION OF offers@tacom.army.mil AS THIS IS THE LOCATION WHERE YOUR FAX MUST BE RECEIVED. THE COVER PAGE OF THE FAX MUST CLEARLY INDICATE THAT THE FAX SHOULD BE SENT TO</p>			

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-01-G-M001 MOD/AMD P00001	Page 17 of 17
Name of Offeror or Contractor: GENERAL DYNAMICS LAND SYSTEMS		

offers@tacom.army.mil.

Paper faxes are not acceptable. Transmit only one offer for each datafax transaction. Clearly identify the offer as such on your fax cover page or via your PC, include your company's name, and state the proper internal TACOM address: offers@tacom.army.mil. Offerors may send a fax using a personal computer or standalone fax machine, but it must be sent to the above number. If you use a standalone fax machine, you won't receive a confirmation of receipt. See paragraph (e) below for the minimum requirements of your offer. Maximum size of datafax offers is three and one-half megabytes (3.5MB), the same limitation as that for e-mail offers. For your datafax, use the same subject line as that for e-mails as indicated above: "OFFER--[solicitation number], [name of your Company/offeror], CLOSES [closing date]".

Unless specifically instructed otherwise in this solicitation, select only one medium by which to transmit each offer. For instance, do not submit an offer via 100 or 250 megabyte Zip*-disk AND e-mail.

(c) Lateness rules for submitted disks, e-mail, or datafax submissions are outlined in FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition", listed in Section L of this solicitation. Pay particular attention to paragraph (c)(3) of that clause as it relates to the timing of e-mail or datafax submissions.

(d) Security Note: If you choose to password-protect access to your offer, you must provide the password to TACOM at least ten days prior to submitting the protected file. Contact the buyer to arrange a means of providing the password. Passwords used only for the purpose of write protecting files need not be provided.

(e) Electronic offers must include, as a minimum:

(1) The SF33 cover sheet filled out. SIGNATURE: For offers submitted via disk or CD ROM per (b)(1) above, this SF 33 cover sheet must be signed and included electronically in your disk or CD. Clearly label the disc/CD ROM as described in paragraph (b)(1) above, adding the name and title of the signer authorizing your company, your company name, and then sign the LABEL itself. Datafaxed offers also must include a signed SF 33 cover sheet. E-mailed offers must also include a signed SF 33 cover sheet that can be either faxed or scanned. If faxed to the TACOM Network Fax Server (1-586-574-5527), you must annotate that it is being submitted together with your e-mailed offer. If scanned, attach it to your e-mail offer (or first e-mail message if you are sending multiple e-mails due to length).

(2) All applicable fill-in provisions from Sections A, B, F, and K of this solicitation. You may find Word versions of Section K provisions requiring your fill-in on our TACOM Business Opportunities webpage (<http://contracting.tacom.army.mil/mastersol/sectionk.htm>). You can fill them in and attach them to your offer. See the solicitation for which provisions are required. Also, Section E provisions filled in (if applicable): Inspection Point: Origin, TACOM clause 52.246-4028. All applicable fill-ins must be completed and submitted by the offeror.

(3) A statement of agreement to all the terms, conditions, and provisions of this solicitation.

(4) Any other information required by the solicitation.

(f) Please see FAR 15.207(c) for a description of the steps the Government shall take with regard to unreadable offers.

(g) Offerors shall make every effort to ensure that their offer is virus-free. Offers (or portions thereof) submitted which DO reflect the presence of a virus, or which are otherwise rendered unreadable by damage in either physical or electronic transit, shall be treated as "unreadable" per paragraph (f) above.

*Registered trademark

[End of Provision]